

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JACQULYN COUCH**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE. NT.**

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

JACQULYN COUCH

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JACQULYN COUCH**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JACQULYN COUCH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Jacquelyn Couch, respondent

Date of Decision: April 15, 2003

REASONS FOR DECISION

The applicant indicated that the respondent had paid the remainder of the outstanding security deposit and most of the outstanding rent arrears. The applicant withdrew the request for termination of the tenancy agreement and sought only an order requiring the respondent to pay the alleged rent arrears and to pay future rent on time.

The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$58.70.

The respondent did not dispute the allegations.

I note that the written tenancy agreement between the parties requires a security deposit in the amount of \$1025 and that the respondent has provided that amount. During the course of the tenancy, interest has accrued on the deposit in the amount of \$58.46. Section 16 of the *Residential Tenancies Act* states that the landlord shall credit annually, to the tenant, interest on the deposit. Although most landlords credit interest to the account and continue to hold both principal and interest to the end of the tenancy, in my opinion, the tenant could request the interest to be paid to them or credited to the rent account annually. If the accrued interest was applied to the respondent's rent account, the remaining balance would be trivial. Accordingly, no order shall be issued requiring the payment of rent arrears.

The statement does indicate that the rent has not always been paid on the first day of the month as required by the written tenancy agreement between the parties. An order shall be issued requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer